

COOPERATION AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
PARK PLAZA CIVIC ADVISORY COMMITTEE, INC.

THIS AGREEMENT, made this day of , 1974,
by and between the BOSTON REDEVELOPMENT AUTHORITY, a public
body, politic and corporate, organized and existing pursuant
to the provisions of Chapter 121B of the General Laws of
the Commonwealth of Massachusetts, hereinafter called the
"Authority", and the PARK PLAZA CIVIC ADVISORY COMMITTEE, INC.,
a charitable corporation organized and existing under the
laws of the Commonwealth of Massachusetts, hereinafter called
the "CAC";

WITNESSETH THAT:

WHEREAS, the Authority has stated that it will create
and provide assistance to a Civic Advisory Committee, to include
representatives of various community groups, which will consult
with and advise the Authority from time to time in connection
with the Authority's undertaking of the Park Plaza Urban Renewal
Plan, it being understood, however, that final determinations
will be made by the Authority; and

WHEREAS, the approval, dated March 5, 1974, by the
Department of Community Affairs of the Park Plaza Urban Renewal
Plan contained the provision that:

"In the process of carrying out the Work Program, the Authority shall be advised by the Park Plaza Civic Advisory Committee, it being understood that final resolution of any issue involving the Work Program shall be made by the Authority; the Director shall offer a proposal for cooperation to formalize this relationship."

WHEREAS, the CAC has been incorporated and hereby represents and agrees that it is, and will continue during the term of this Agreement to be, comprised of a broad base of community, civic and business groups, and as such desires to serve and cooperate with the Authority as the Park Plaza Civic Advisory Committee for the Park Plaza Urban Renewal Project; and

WHEREAS, the Authority and the CAC desire to establish the terms of such cooperation.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Authority and the CAC agree to cooperate in the undertaking by the Authority of the Park Plaza Urban Renewal Plan in accordance with the approval thereof by the Department of Community Affairs and, without limiting the generality of the foregoing, the parties agree more particularly as follows:

I. SCOPE OF SERVICES

CAC, in keeping with the objectives above stated, shall perform the following services:

(a) CAC agrees to hold open and public meetings in accordance with its By-Laws and to operate an office to handle all its business related to the Project.

(b) CAC agrees to maintain a complete set of minutes of its meetings concerning the Project and to make these records available to the public and/or the Authority upon request.

(c) CAC agrees to be and to continue to be comprised of representatives of organizations constituting a broad base of community, civic and business groups and to communicate regularly with the Authority in order that the Authority may accurately assess its relationship with the community and respond to the needs expressed.

(d) CAC shall submit an annual report to the Authority on its activities.

II. BUDGET FOR SERVICES

The Authority will provide the CAC with sufficient office space, equipment, supplies and facilities in the office of the Authority in City Hall to enable CAC to participate meaningfully in the renewal and redevelopment of the Park Plaza Urban Renewal Project Area. Unless otherwise agreed upon in writing by the parties:

(a) the office space and equipment to be provided shall consist of at least two (2) offices of average size and with average furnishings, including desks, chairs, tables, typewriters, filing cabinets and telephones;

(b) reasonable amounts of ordinary office supplies and services will be supplied by the Authority;

(c) upon the request of CAC, the Authority agrees to provide reasonable amounts of professional advice by Authority personnel in such fields as legal advice, financial, engineering, architecture, city planning, and other fields in which such personnel are qualified.

The Authority will furnish to CAC sufficient financial support, by deposits in a bank account designated by the CAC with the approval of the Authority, to enable CAC to hire consultants and to obtain other services in order to participate meaningfully in the renewal and redevelopment of the Park Plaza Urban Renewal Project Area.

The parties agree that the maximum aggregate value of all services and support under this Section shall be \$65,000 for the

first year of the term of this Agreement, contingent upon these funds being made available by the Commonwealth and the City.

However, the Authority will assist the CAC in seeking additional funding from public and/or private sources. The Authority and the CAC will negotiate a budget for the next year in the ninth month of the current year of the term of this Agreement.

III. METHOD OF PAYMENT

A. Upon execution of this Agreement and provision of \$25,000 for CAC by the Commonwealth, the Authority shall issue to CAC a check in the amount of \$25,000 in accordance with the terms and conditions relating to disbursements established by the Commonwealth.

B. On or before the tenth day of each month, the CAC shall furnish the Authority with a monthly financial statement signed by an officer of CAC which shall be prepared as to accurately reflect its receipts, credits, disbursements and incurred expenses during the previous month. The first such statement shall be due on or before the tenth day of the second calendar month following execution of this Agreement and shall cover the period from the execution of this Agreement through the end of the first calendar month thereafter. Within ten days of each such statement, the Authority shall reimburse CAC, to the extent funds have not been previously made available to CAC therefor, for its proper expenditures as reflected in the statement, contingent upon funds being made available by the Commonwealth and the City to the Authority for such purposes.

C. It is understood and agreed that any funds remaining unused at the time of the expiration of this Agreement held either by CAC or the Authority, will revert automatically to the Authority.

IV. DISCLAIMER OF AGENCY

A. It is understood and agreed that neither CAC nor any personnel engaged under this Agreement are employees, agents or servants of the Authority.

V. COMMUNICATION OF INFORMATION

A. The Authority agrees to conduct regular and timely meetings to advise and inform the CAC as to the status of planning and development for the Urban Renewal Project as a whole and the status of planning and development on each disposition parcel within the Project Area.

B. The Authority agrees to provide the CAC open and free access to all planning data, studies, surveys, reports, contracts, plans, proposals, specifications, applications and related information available to the Authority, except where the furnishing of such information would violate the right to privacy of individual citizens or which the Authority must maintain in a confidential classification (normally appraisals and interoffice memoranda).

C. The Authority shall notify the CAC of the tentative selection of any new developer not less than fifteen (15) days prior to the date set for designation by the Board of said developer and such notification shall include a copy of all the specifications of the development plans that have been submitted or are available to the Authority for the parcel in question. Any additional specifications shall be submitted to the CAC immediately upon receipt by the Authority.

D. The Authority shall notify the CAC of any proposed change in the Urban Renewal Plan not less than twenty-

one (21) days prior to the submission of such proposed change to the Board.

E. Subject to the exceptions set forth in Paragraph B. of this Section, the Authority shall submit to the CAC any memo, change order, or other item related to the Project not less than fifteen (15) days (except in the case of an emergency) prior to its submission thereof to any open meeting of the Board and notify the CAC of the Board action (other than executive session action) on any such item by the end of business of the following day.

F. The Authority shall notify the CAC of any proposed change in zoning or permitted use of any land or building in the Project Area that the Authority proposes not less than twenty-one (21) days prior to its submission of such change proposal to the Board.

G. The Authority shall notify the CAC of any proposed change in zoning or permitted use of any land or building in the Project Area by a property owner or other applicant immediately upon receipt of such application for change by the Authority.

H. The Authority shall notify the CAC not less than fifteen (15) days prior to the submission to the Board of a request for an advertisement for bids for capital improvements to public facilities, open spaces or streets. Such notification to the CAC shall include specifications and plans for the work to be undertaken as available to the Authority.

VI. FURTHER ASPECTS OF MUTUAL COOPERATION OF THE
AUTHORITY AND CAC WITH RESPECT TO THE PROJECT

In the process of its carrying out the Park Plaza Urban

Renewal Project, the Authority recognizes the role of the CAC which will from time to time furnish advice to the Authority and assist in identifying and evaluating community impacts and responses including monitoring the Authority's environmental and design review activities. If and whenever the CAC deems it necessary, the Authority's staff will assist the CAC in obtaining direct access to the Board and to the Mayor of the City of Boston. The parties hereby acknowledge and agree, however, that the final resolution and determination of any issue in its carrying out the Project and its Work Program shall be made by the Authority and that the responsibility of the Authority for certifying the completeness of the Work Program, as required by the approval of the Department of Community Affairs, shall not be affected by this Agreement.

VII. CONSTRUCTION OF AGREEMENT

A. The terms and provisions of this Agreement shall not abrogate nor conflict with the responsibilities of the Authority as established by State and Federal law.

B. The parties hereby acknowledge and agree that, so long as the CAC continues to be comprised of representatives of organizations constituting a broad base of community, civic and business groups, all references to the Civic Advisory Committee, Civic Advisory Board, or Civic Advisory Corporation in any documents or correspondence relating to the Park Plaza Urban Renewal Project shall be deemed to refer exclusively to the CAC.

VIII. TERM OF AGREEMENT

The parties hereby agree that this Agreement shall remain in force for _____ years from the date

hereof and that three (3) months prior to its expiration,
the parties shall negotiate for renewal.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement in five counterparts to be duly executed under
seal as of the date first above written.

WITNESSETH:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Director

PARK PLAZA CIVIC ADVISORY
COMMITTEE, INC.

APPROVED AS TO FORM:

General Counsel For
Boston Redevelopment Authority

